

## HOUSE AMENDMENTS TO HOUSE BILL 3443

By COMMITTEE ON JUDICIARY

March 28

1 On page 1 of the printed bill, line 2, delete “90.449, 90.453, 90.456,” and insert “90.100, 90.325,  
2 90.445, 90.449, 90.453, 90.456, 90.459, 90.555, 90.634, 90.767.”

3 Delete lines 6 through 22 and delete pages 2 through 4.

4 On page 5, delete lines 1 through 25 and insert:

### “BIAS CRIME VICTIMS AND TENANCY

5  
6  
7  
8 “**SECTION 1.** ORS 90.100 is amended to read:

9 “90.100. As used in this chapter, unless the context otherwise requires:

10 “(1) ‘Accessory building or structure’ means any portable, demountable or permanent structure,  
11 including but not limited to cabanas, ramadas, storage sheds, garages, awnings, carports, decks,  
12 steps, ramps, piers and pilings, that is:

13 “(a) Owned and used solely by a tenant of a manufactured dwelling or floating home; or

14 “(b) Provided pursuant to a written rental agreement for the sole use of and maintenance by a  
15 tenant of a manufactured dwelling or floating home.

16 “(2) ‘Action’ includes recoupment, counterclaim, setoff, suit in equity and any other proceeding  
17 in which rights are determined, including an action for possession.

18 “(3) ‘Applicant screening charge’ means any payment of money required by a landlord of an  
19 applicant prior to entering into a rental agreement with that applicant for a residential dwelling  
20 unit, the purpose of which is to pay the cost of processing an application for a rental agreement for  
21 a residential dwelling unit.

22 “(4) **‘Bias crime’ has the meaning given that term in ORS 147.380.**

23 “[~~(4)~~] (5) ‘Building and housing codes’ includes any law, ordinance or governmental regulation  
24 concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or  
25 appearance of any premises or dwelling unit.

26 “[~~(5)~~] (6) ‘Carbon monoxide alarm’ has the meaning given that term in ORS 105.836.

27 “[~~(6)~~] (7) ‘Carbon monoxide source’ has the meaning given that term in ORS 105.836.

28 “[~~(7)~~] (8) ‘Conduct’ means the commission of an act or the failure to act.

29 “[~~(8)~~] (9) ‘DBH’ means the diameter at breast height, which is measured as the width of a  
30 standing tree at four and one-half feet above the ground on the uphill side.

31 “[~~(9)~~] (10) ‘Dealer’ means any person in the business of selling, leasing or distributing new or  
32 used manufactured dwellings or floating homes to persons who purchase or lease a manufactured  
33 dwelling or floating home for use as a residence.

34 “[~~(10)~~] (11) ‘Domestic violence’ means:

35 “(a) Abuse between family or household members, as those terms are defined in ORS 107.705;

1 or

2 “(b) Abuse, as defined in ORS 107.705, between partners in a dating relationship.

3 “[~~(11)~~] **(12)** ‘Drug and alcohol free housing’ means a dwelling unit described in ORS 90.243.

4 “[~~(12)~~] **(13)** ‘Dwelling unit’ means a structure or the part of a structure that is used as a home,  
5 residence or sleeping place by one person who maintains a household or by two or more persons  
6 who maintain a common household. ‘Dwelling unit’ regarding a person who rents a space for a  
7 manufactured dwelling or recreational vehicle or regarding a person who rents moorage space for  
8 a floating home as defined in ORS 830.700, but does not rent the home, means the space rented and  
9 not the manufactured dwelling, recreational vehicle or floating home itself.

10 “[~~(13)~~] **(14)** ‘Essential service’ means:

11 “(a) For a tenancy not consisting of rental space for a manufactured dwelling, floating home or  
12 recreational vehicle owned by the tenant and not otherwise subject to ORS 90.505 to 90.850:

13 “(A) Heat, plumbing, hot and cold running water, gas, electricity, light fixtures, locks for exte-  
14 rior doors, latches for windows and any cooking appliance or refrigerator supplied or required to  
15 be supplied by the landlord; and

16 “(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.320,  
17 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or  
18 makes the dwelling unit unfit for occupancy.

19 “(b) For a tenancy consisting of rental space for a manufactured dwelling, floating home or  
20 recreational vehicle owned by the tenant or that is otherwise subject to ORS 90.505 to 90.850:

21 “(A) Sewage disposal, water supply, electrical supply and, if required by applicable law, any  
22 drainage system; and

23 “(B) Any other service or habitability obligation imposed by the rental agreement or ORS 90.730,  
24 the lack or violation of which creates a serious threat to the tenant’s health, safety or property or  
25 makes the rented space unfit for occupancy.

26 “[~~(14)~~] **(15)** ‘Facility’ means a manufactured dwelling park or a marina.

27 “[~~(15)~~] **(16)** ‘Fee’ means a nonrefundable payment of money.

28 “[~~(16)~~] **(17)** ‘First class mail’ does not include certified or registered mail, or any other form of  
29 mail that may delay or hinder actual delivery of mail to the recipient.

30 “[~~(17)~~] **(18)** ‘Fixed term tenancy’ means a tenancy that has a fixed term of existence, continuing  
31 to a specific ending date and terminating on that date without requiring further notice to effect the  
32 termination.

33 “[~~(18)~~] **(19)** ‘Floating home’ has the meaning given that term in ORS 830.700. ‘Floating home’  
34 includes an accessory building or structure.

35 “[~~(19)~~] **(20)** ‘Good faith’ means honesty in fact in the conduct of the transaction concerned.

36 “[~~(20)~~] **(21)** ‘Hazard tree’ means a tree that:

37 “(a) Is located on a rented space in a manufactured dwelling park;

38 “(b) Measures at least eight inches DBH; and

39 “(c) Is considered, by an arborist licensed as a landscape construction professional pursuant to  
40 ORS 671.560 and certified by the International Society of Arboriculture, to pose an unreasonable  
41 risk of causing serious physical harm or damage to individuals or property in the near future.

42 “[~~(21)~~] **(22)** ‘Hotel or motel’ means ‘hotel’ as that term is defined in ORS 699.005.

43 “[~~(22)~~] **(23)** ‘Informal dispute resolution’ includes voluntary consultation between the landlord  
44 or landlord’s agent and one or more tenants or voluntary mediation utilizing the services of a third  
45 party, but does not include mandatory mediation or arbitration.

1           “[(23)] (24) ‘Landlord’ means the owner, lessor or sublessor of the dwelling unit or the building  
2 or premises of which it is a part. ‘Landlord’ includes a person who is authorized by the owner, lessor  
3 or sublessor to manage the premises or to enter into a rental agreement.

4           “[(24)] (25) ‘Landlord’s agent’ means a person who has oral or written authority, either express  
5 or implied, to act for or on behalf of a landlord.

6           “[(25)] (26) ‘Last month’s rent deposit’ means a type of security deposit, however designated, the  
7 primary function of which is to secure the payment of rent for the last month of the tenancy.

8           “[(26)] (27) ‘Manufactured dwelling’ means a residential trailer, a mobile home or a manufac-  
9 tured home as those terms are defined in ORS 446.003 or a prefabricated structure. ‘Manufactured  
10 dwelling’ includes an accessory building or structure.

11           “[(27)] (28) ‘Manufactured dwelling park’ means a place where four or more manufactured  
12 dwellings are located, the primary purpose of which is to rent space or keep space for rent to any  
13 person for a charge or fee.

14           “[(28)] (29) ‘Marina’ means a moorage of contiguous dwelling units that may be legally trans-  
15 ferred as a single unit and are owned by one person where four or more floating homes are secured,  
16 the primary purpose of which is to rent space or keep space for rent to any person for a charge or  
17 fee.

18           “[(29)] (30) ‘Marina purchase association’ means a group of three or more tenants who reside in  
19 a marina and have organized for the purpose of eventual purchase of the marina.

20           “[(30)] (31) ‘Month-to-month tenancy’ means a tenancy that automatically renews and continues  
21 for successive monthly periods on the same terms and conditions originally agreed to, or as revised  
22 by the parties, until terminated by one or both of the parties.

23           “[(31)] (32) ‘Organization’ includes a corporation, government, governmental subdivision or  
24 agency, business trust, estate, trust, partnership or association, two or more persons having a joint  
25 or common interest, and any other legal or commercial entity.

26           “[(32)] (33) ‘Owner’ includes a mortgagee in possession and means one or more persons, jointly  
27 or severally, in whom is vested:

28           “(a) All or part of the legal title to property; or

29           “(b) All or part of the beneficial ownership and a right to present use and enjoyment of the  
30 premises.

31           “[(33)] (34) ‘Person’ includes an individual or organization.

32           “[(34)] (35) ‘Prefabricated structure’ means a structure that is substantially constructed or as-  
33 sembled using closed construction at an off-site location in compliance with the state building code  
34 and that is sited and occupied by the owner in compliance with local codes.

35           “[(35)] (36) ‘Premises’ means:

36           “(a) A dwelling unit and the structure of which it is a part and facilities and appurtenances  
37 therein;

38           “(b) Grounds, areas and facilities held out for the use of tenants generally or the use of which  
39 is promised to the tenant; and

40           “(c) A facility for manufactured dwellings or floating homes.

41           “[(36)] (37) ‘Prepaid rent’ means any payment of money to the landlord for a rent obligation not  
42 yet due. In addition, ‘prepaid rent’ means rent paid for a period extending beyond a termination date.

43           “[(37)] (38) ‘Recreational vehicle’ has the meaning given that term in ORS 174.101.

44           “[(38)] (39) ‘Rent’ means any payment to be made to the landlord under the rental agreement,  
45 periodic or otherwise, in exchange for the right of a tenant and any permitted pet to occupy a

1 dwelling unit to the exclusion of others and to use the premises. 'Rent' does not include security  
2 deposits, fees or utility or service charges as described in ORS 90.315 (4) and 90.562.

3 "[39] (40) 'Rental agreement' means all agreements, written or oral, and valid rules and regu-  
4 lations adopted under ORS 90.262 or 90.510 (6) embodying the terms and conditions concerning the  
5 use and occupancy of a dwelling unit and premises. 'Rental agreement' includes a lease. A rental  
6 agreement is either a week-to-week tenancy, month-to-month tenancy or fixed term tenancy.

7 "[40] (41) 'Roomer' means a person occupying a dwelling unit that does not include a toilet and  
8 either a bathtub or a shower and a refrigerator, stove and kitchen, all provided by the landlord, and  
9 where one or more of these facilities are used in common by occupants in the structure.

10 "[41] (42) 'Screening or admission criteria' means a written statement of any factors a landlord  
11 considers in deciding whether to accept or reject an applicant and any qualifications required for  
12 acceptance. 'Screening or admission criteria' includes, but is not limited to, the rental history,  
13 character references, public records, criminal records, credit reports, credit references and incomes  
14 or resources of the applicant.

15 "[42] (43) 'Security deposit' means a refundable payment or deposit of money, however desig-  
16 nated, the primary function of which is to secure the performance of a rental agreement or any part  
17 of a rental agreement. 'Security deposit' does not include a fee.

18 "[43] (44) 'Sexual assault' has the meaning given that term in ORS 147.450.

19 "[44] (45) 'Squatter' means a person occupying a dwelling unit who is not so entitled under a  
20 rental agreement or who is not authorized by the tenant to occupy that dwelling unit. 'Squatter'  
21 does not include a tenant who holds over as described in ORS 90.427 (11).

22 "[45] (46) 'Stalking' means the behavior described in ORS 163.732.

23 "[46] (47) 'Statement of policy' means the summary explanation of information and facility  
24 policies to be provided to prospective and existing tenants under ORS 90.510.

25 "[47] (48) 'Surrender' means an agreement, express or implied, as described in ORS 90.148 be-  
26 tween a landlord and tenant to terminate a rental agreement that gave the tenant the right to oc-  
27 cupy a dwelling unit.

28 "[48] (49) 'Tenant':

29 "(a) Except as provided in paragraph (b) of this subsection:

30 "(A) Means a person, including a roomer, entitled under a rental agreement to occupy a dwell-  
31 ing unit to the exclusion of others, including a dwelling unit owned, operated or controlled by a  
32 public housing authority.

33 "(B) Means a minor, as defined and provided for in ORS 109.697.

34 "(b) For purposes of ORS 90.505 to 90.850, means only a person who owns and occupies as a  
35 residence a manufactured dwelling or a floating home in a facility and persons residing with that  
36 tenant under the terms of the rental agreement.

37 "(c) Does not mean a guest or temporary occupant.

38 "[49] (50) 'Transient lodging' means a room or a suite of rooms.

39 "[50] (51) 'Transient occupancy' means occupancy in transient lodging that has all of the fol-  
40 lowing characteristics:

41 "(a) Occupancy is charged on a daily basis and is not collected more than six days in advance;

42 "(b) The lodging operator provides maid and linen service daily or every two days as part of the  
43 regularly charged cost of occupancy; and

44 "(c) The period of occupancy does not exceed 30 days.

45 "[51] (52) 'Vacation occupancy' means occupancy in a dwelling unit, not including transient

1 occupancy in a hotel or motel, that has all of the following characteristics:

2 “(a) The occupant rents the unit for vacation purposes only, not as a principal residence;

3 “(b) The occupant has a principal residence other than at the unit; and

4 “(c) The period of authorized occupancy does not exceed 45 days.

5 “[52] (53) ‘Victim’ means:

6 “(a) The person against whom an incident related to domestic violence, sexual assault, **bias**  
7 **crime** or stalking is perpetrated; or

8 “(b) The parent or guardian of a minor household member against whom an incident related to  
9 domestic violence, sexual assault, **bias crime** or stalking is perpetrated, unless the parent or  
10 guardian is the perpetrator.

11 “[53] (54) ‘Week-to-week tenancy’ means a tenancy that has all of the following characteristics:

12 “(a) Occupancy is charged on a weekly basis and is payable no less frequently than every seven  
13 days;

14 “(b) There is a written rental agreement that defines the landlord’s and the tenant’s rights and  
15 responsibilities under this chapter; and

16 “(c) There are no fees or security deposits, although the landlord may require the payment of  
17 an applicant screening charge, as provided in ORS 90.295.

18 “**SECTION 1a.** ORS 90.325 is amended to read:

19 “90.325. (1) The tenant shall:

20 “(a) Use the parts of the premises including the living room, bedroom, kitchen, bathroom and  
21 dining room in a reasonable manner considering the purposes for which they were designed and in-  
22 tended.

23 “(b) Keep all areas of the premises under control of the tenant in every part as clean, sanitary  
24 and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, as the condi-  
25 tion of the premises permits and to the extent that the tenant is responsible for causing the problem.  
26 The tenant shall cooperate to a reasonable extent in assisting the landlord in any reasonable effort  
27 to remedy the problem.

28 “(c) Dispose from the dwelling unit all ashes, garbage, rubbish and other waste in a clean, safe  
29 and legal manner. With regard to needles, syringes and other infectious waste, as defined in ORS  
30 459.386, the tenant may not dispose of these items by placing them in garbage receptacles or in any  
31 other place or manner except as authorized by state and local governmental agencies.

32 “(d) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their  
33 condition permits.

34 “(e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air con-  
35 ditioning and other facilities and appliances including elevators in the premises.

36 “(f) Test at least once every six months and replace batteries as needed in any smoke alarm,  
37 smoke detector or carbon monoxide alarm provided by the landlord and notify the landlord in writ-  
38 ing of any operating deficiencies.

39 “(g) Behave and require other persons on the premises with the consent of the tenant to behave  
40 in a manner that will not disturb the peaceful enjoyment of the premises by neighbors.

41 “(2) A tenant may not:

42 “(a) Remove or tamper with a smoke alarm, smoke detector or carbon monoxide alarm as de-  
43 scribed in ORS 105.842 or 479.300.

44 “(b) Deliberately or negligently destroy, deface, damage, impair or remove any part of the  
45 premises or knowingly permit any person to do so.

1 “(c) Remove, obstruct or tamper with a sprinkler head used for fire suppression.

2 “(3) A tenant is not responsible for damage that results from:

3 “(a) Acts of God; or

4 “(b) Conduct by a perpetrator relating to domestic violence, sexual assault, **bias crime** or

5 stalking.

6 “(4) For damage that results from conduct by a perpetrator relating to domestic violence, sexual

7 assault, **bias crime** or stalking, a landlord may require a tenant to provide verification that the

8 tenant or a member of the tenant’s household is a victim of domestic violence, sexual assault, **bias**

9 **crime** or stalking as provided by ORS 90.453.

10 “**SECTION 1b.** ORS 90.445 is amended to read:

11 “90.445. (1) If a tenant perpetrates a criminal act of physical violence related to domestic vi-

12 olence, sexual assault, **bias crime** or stalking against a household member who is a tenant, after

13 delivery of at least 24 hours’ written notice specifying the act or omission constituting the cause

14 and specifying the date and time of the termination, the landlord may:

15 “(a) Terminate the rental agreement of the perpetrating tenant, but may not terminate the rental

16 agreement of the other tenants; and

17 “(b) If the perpetrator of the criminal act of physical violence related to domestic violence,

18 sexual assault, **bias crime** or stalking continues to occupy the premises after the termination date

19 and time specified in the notice, seek a court order under ORS 105.128 to remove the perpetrator

20 from the premises and terminate the perpetrator’s tenancy without seeking a return of possession

21 from the remaining tenants.

22 “(2) A landlord that terminates the tenancy of a perpetrator under this section may not require

23 the remaining tenants to pay additional rent or an additional deposit or fee due to exclusion of the

24 perpetrator.

25 “(3) The perpetrator is jointly liable with any other tenants of the dwelling unit for rent or

26 damages to the premises incurred prior to the later of the date the perpetrator vacates the premises

27 or the termination date specified in the notice.

28 “(4) The landlord’s burden of proof in a removal action sought under this section is by a pre-

29 ponderance of the evidence.

30 “**SECTION 1c.** ORS 90.449 is amended to read:

31 “90.449. (1) A landlord may not terminate or fail to renew a tenancy, serve a notice to terminate

32 a tenancy, bring or threaten to bring an action for possession, increase rent, decrease services or

33 refuse to enter into a rental agreement:

34 “(a) Because a tenant or applicant is, or has been, a victim of domestic violence, sexual

35 assault, **bias crime** or stalking.

36 “(b) Because of a violation of the rental agreement or a provision of this chapter, if the violation

37 consists of an incident of domestic violence, sexual assault, **bias crime** or stalking committed

38 against the tenant or applicant.

39 “(c) Because of criminal activity relating to domestic violence, sexual assault, **bias crime** or

40 stalking in which the tenant or applicant is the victim, or of any police or emergency response re-

41 lated to domestic violence, sexual assault, **bias crime** or stalking in which the tenant or applicant

42 is the victim.

43 “(2) A landlord may not impose different rules, conditions or standards or selectively enforce

44 rules, conditions or standards against a tenant or applicant on the basis that the tenant or applicant

45 is or has been a victim of domestic violence, sexual assault, **bias crime** or stalking.

1 “(3) Notwithstanding subsections (1) and (2) of this section, a landlord may terminate the  
2 tenancy of a victim of domestic violence, sexual assault, **bias crime** or stalking if the landlord has  
3 previously given the tenant a written warning regarding the conduct of the perpetrator relating to  
4 domestic violence, sexual assault, **bias crime** or stalking and:

5 “(a) The tenant permits or consents to the perpetrator’s presence on the premises and the  
6 perpetrator is an actual and imminent threat to the safety of persons on the premises other than the  
7 victim; or

8 “(b) The perpetrator is an unauthorized occupant and the tenant permits or consents to the  
9 perpetrator living in the dwelling unit without the permission of the landlord.

10 “(4) If a landlord violates this section:

11 “(a) A tenant or applicant may recover up to two months’ periodic rent or twice the actual  
12 damages sustained by the tenant or applicant, whichever is greater;

13 “(b) The tenant has a defense to an action for possession by the landlord; and

14 “(c) The applicant may obtain injunctive relief to gain possession of the dwelling unit.

15 “(5) Notwithstanding ORS 105.137 (4), if a tenant asserts a successful defense under subsection  
16 (4) of this section to an action for possession, the tenant is not entitled to prevailing party fees,  
17 attorney fees or costs and disbursements if the landlord:

18 “(a) Did not know, and did not have reasonable cause to know, at the time of commencing the  
19 action that a violation or incident on which the action was based was related to domestic violence,  
20 sexual assault, **bias crime** or stalking; and

21 “(b) Promptly dismissed tenants other than the perpetrator from the action upon becoming  
22 aware that the violation or incident on which the action was based was related to domestic violence,  
23 sexual assault, **bias crime** or stalking.

24 “**SECTION 2.** ORS 90.453 is amended to read:

25 “90.453. (1) As used in this section:

26 “(a) ‘Immediate family member’ means, with regard to a tenant who is a victim of domestic vi-  
27 olence, sexual assault, **bias crime** or stalking, any of the following who is not a perpetrator of the  
28 domestic violence, sexual assault, **bias crime** or stalking against the tenant:

29 “(A) An adult person related by blood, adoption, marriage or domestic partnership, as defined  
30 in ORS 106.310, or as defined or described in similar law in another jurisdiction;

31 “(B) A cohabitant in an intimate relationship;

32 “(C) An unmarried parent of a joint child; or

33 “(D) A child, grandchild, foster child, ward or guardian of the victim or of anyone listed in  
34 subparagraph (A), (B) or (C) of this paragraph.

35 “(b) ‘Qualified third party’ means a person that has had individual contact with the tenant and  
36 is a law enforcement officer, attorney or licensed health professional, **an employee of the De-**  
37 **partment of Justice division providing victim and survivor services** or [*is*] a victim’s advocate  
38 at a victim services provider.

39 “(c) ‘Verification’ means:

40 “(A) A copy of a valid order of protection issued by a court pursuant to ORS 30.866, 107.095  
41 (1)(c), 107.716, 107.718, 107.725, 107.730, 163.738, 163.765, 163.767 or 163.775 or any other federal,  
42 state, local or tribal court order that restrains a person from contact with the tenant;

43 “(B) A copy of a federal agency or state, local or tribal police report regarding an act of do-  
44 mestic violence, sexual assault, **bias crime** or stalking against the tenant;

45 “(C) A copy of a conviction of any person for an act of domestic violence, sexual assault, **bias**

1 **crime** or stalking against the tenant; or

2 “(D) A statement substantially in the form set forth in subsection (3) of this section.

3 “(d) ‘Victim services provider’ means:

4 “(A) A nonprofit agency or program receiving moneys administered by the Department of Hu-  
5 man Services or the Department of Justice that offers safety planning, counseling, support or advoca-  
6 cacy to victims of domestic violence, sexual assault, **bias crime** or stalking; or

7 “(B) A prosecution-based victim assistance program or unit.

8 “(2)(a) If a tenant gives a landlord at least 14 days’ written notice, and the notice so requests,  
9 the landlord shall release the tenant and any immediate family member of the tenant from the rental  
10 agreement.

11 “(b) The notice given by the tenant must specify the release date and must list the names of any  
12 immediate family members to be released in addition to the tenant.

13 “(c) The notice must be accompanied by verification that the tenant:

14 “(A) Is protected by a valid order of protection; or

15 “(B) Has been the victim of domestic violence, sexual assault, **bias crime** or stalking within the  
16 90 days preceding the date of the notice. For purposes of this subparagraph, any time the  
17 perpetrator was incarcerated or residing more than 100 miles from the victim’s home does not count  
18 as part of the 90-day period.

19 “(3) A verification statement must be signed by the tenant and the qualified third party and be  
20 in substantially the following form:

21 “ \_\_\_\_\_

22  
23 **QUALIFIED THIRD PARTY**  
24 **VERIFICATION**

25  
26 \_\_\_\_\_  
27 Name of qualified third party

28  
29 \_\_\_\_\_  
30 Name of tenant

31  
32 **PART 1. STATEMENT BY TENANT**

33  
34 I, \_\_\_\_\_ (Name of tenant), do hereby state as follows:

35  
36 (A) I or a minor member of my household have been a victim of domestic violence, sexual  
37 assault, **bias crime** or stalking, as those terms are defined in ORS 90.100.

38  
39 (B) The most recent incident(s) that I rely on in support of this statement occurred on the fol-  
40 lowing date(s): \_\_\_\_\_.

41  
42 \_\_\_\_\_ The time since the most recent incident took place is less than 90 days; or

43  
44 \_\_\_\_\_ The time since the most recent incident took place is less than 90 days if periods when the  
45 perpetrator was incarcerated or was living more than 100 miles from my home are not counted. The



1 perpetrator was incarcerated from \_\_\_\_\_ to \_\_\_\_\_. The perpetrator  
2 lived more than 100 miles from my home from \_\_\_\_\_ to \_\_\_\_\_.

3  
4 (C) I hereby declare that the above statement is true to the best of my knowledge and belief,  
5 and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

6  
7 \_\_\_\_\_  
8 (Signature of tenant)  
9 Date: \_\_\_\_\_

10  
11 PART 2. STATEMENT BY QUALIFIED THIRD PARTY

12  
13 I, \_\_\_\_\_ (Name of qualified third party), do hereby verify as follows:

14  
15 (A) I am a law enforcement officer, attorney or licensed health professional or a victim's advo-  
16 cate with a victims services provider, as defined in ORS 90.453.

17  
18 (B) My name, business address and business telephone are as follows:

19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22  
23 (C) The person who signed the statement above has informed me that the person or a minor  
24 member of the person's household is a victim of domestic violence, sexual assault, **bias crime** or  
25 stalking, based on incidents that occurred on the dates listed above.

26  
27 (D) I reasonably believe the statement of the person above that the person or a minor member  
28 of the person's household is a victim of domestic violence, sexual assault, **bias crime** or stalking,  
29 as those terms are defined in ORS 90.100. I understand that the person who made the statement may  
30 use this document as a basis for gaining a release from the rental agreement with the person's  
31 landlord.

32  
33 I hereby declare that the above statement is true to the best of my knowledge and belief, and  
34 that I understand it is made for use as evidence in court and is subject to penalty for perjury.

35  
36 \_\_\_\_\_  
37 (Signature of qualified third party  
38 making this statement)  
39 Date: \_\_\_\_\_

40 " \_\_\_\_\_

41  
42 "(4) A tenant and any immediate family member who is released from a rental agreement pur-  
43 suant to subsection (2) of this section:

- 44 "(a) Is not liable for rent or damages to the dwelling unit incurred after the release date; and  
45 "(b) Is not subject to any fee solely because of termination of the rental agreement.

1 “(5) Notwithstanding the release from a rental agreement of a tenant who is a victim of domestic  
2 violence, sexual assault, **bias crime** or stalking and any tenant who is an immediate family member  
3 of that tenant, other tenants remain subject to the rental agreement.

4 “(6) A landlord may not disclose any information provided by a tenant under this section to a  
5 third party unless the disclosure is:

6 “(a) Consented to in writing by the tenant;

7 “(b) Required for use in an eviction proceeding;

8 “(c) Made to a qualified third party; or

9 “(d) Required by law.

10 “(7) The provision of a verification statement under subsection (2) of this section does not waive  
11 the confidential or privileged nature of a communication between the victim of domestic violence,  
12 sexual assault, **bias crime** or stalking and a qualified third party.

13 “**SECTION 2a.** ORS 90.456 is amended to read:

14 “90.456. Notwithstanding the release of a tenant who is a victim of domestic violence, sexual  
15 assault, **bias crime** or stalking, and any immediate family members of that tenant, from a rental  
16 agreement under ORS 90.453 or the exclusion of a perpetrator of domestic violence, sexual assault,  
17 **bias crime** or stalking as provided in ORS 90.459 or 105.128, if there are any remaining tenants of  
18 the dwelling unit, the tenancy shall continue for those tenants. Any fee, security deposit or prepaid  
19 rent paid by the victim, perpetrator or other tenants shall be applied, accounted for or refunded by  
20 the landlord following termination of the tenancy and delivery of possession by the remaining ten-  
21 ants as provided in ORS 90.300 and 90.302.

22 “**SECTION 2b.** ORS 90.459 is amended to read:

23 “90.459. (1) A tenant may give actual notice to the landlord that the tenant is a victim of do-  
24 mestic violence, sexual assault, **bias crime** or stalking and may request that the locks to the  
25 dwelling unit be changed. A tenant is not required to provide verification of the domestic violence,  
26 sexual assault, **bias crime** or stalking to initiate the changing of the locks.

27 “(2) A landlord who receives a request under subsection (1) of this section shall promptly change  
28 the locks to the tenant’s dwelling unit at the tenant’s expense or shall give the tenant permission  
29 to change the locks. If a landlord fails to promptly act, the tenant may change the locks without the  
30 landlord’s permission. If the tenant changes the locks, the tenant shall give a key to the new locks  
31 to the landlord.

32 “(3) If the perpetrator of the domestic violence, sexual assault, **bias crime** or stalking is a ten-  
33 ant in the same dwelling unit as the victim:

34 “(a) Before the landlord or tenant changes the locks under this section, the tenant must provide  
35 the landlord with a copy of an order issued by a court pursuant to ORS 107.716 or 107.718 or any  
36 other federal, state, local or tribal court that orders the perpetrator to move out of the dwelling  
37 unit.

38 “(b) The landlord has no duty under the rental agreement or by law to allow the perpetrator  
39 access to the dwelling unit or provide keys to the perpetrator, during the term of the court order  
40 or after expiration of the court order, or to provide the perpetrator access to the perpetrator’s  
41 personal property within the dwelling unit. Notwithstanding ORS 90.425, 90.435 or 90.675, if a land-  
42 lord complies completely and in good faith with this section, the landlord is not liable to a  
43 perpetrator excluded from the dwelling unit.

44 “(c) The perpetrator is jointly liable with any other tenant of the dwelling unit for rent or  
45 damages to the dwelling unit incurred prior to the date the perpetrator was excluded from the

1 dwelling unit.

2 “(d) Except as provided in subsection (2) of this section, the landlord may not require the tenant  
3 to pay additional rent or an additional deposit or fee because of the exclusion of the perpetrator.

4 “(e) The perpetrator’s tenancy terminates by operation of law upon an order described in para-  
5 graph (a) of this subsection becoming a final order.

6 “**SECTION 2c.** ORS 90.555 is amended to read:

7 “90.555. (1) As used in this section:

8 “(a) ‘Actively markets for sale’ means that the facility tenant:

9 “(A) Places a for-sale sign on the dwelling or home;

10 “(B) Retains a broker, real estate agent, or manufactured structure dealer to assist in the sale;  
11 and

12 “(C) Advertises the dwelling or home for sale in a newspaper or online.

13 “(b) ‘Facility landlord’ means the landlord of the facility.

14 “(c) ‘Facility tenant’ means the owner of the manufactured dwelling or floating home, who is the  
15 tenant of the facility landlord under the rental agreement.

16 “(d) ‘Rental agreement’ means the rental agreement between the facility landlord and facility  
17 tenant.

18 “(e) ‘Renter’ means a person other than the facility tenant who is lawfully occupying the man-  
19 ufactured dwelling or floating home under a subleasing agreement.

20 “(f) ‘Subleasing agreement’ means the written agreement between the facility landlord, facility  
21 tenant, and renter concerning the occupancy of the renter and the rights of the parties.

22 “(2) A facility tenant may not rent the facility tenant’s manufactured dwelling or floating home  
23 to another person for a period exceeding three days unless the facility landlord, facility tenant and  
24 renter enter into a written subleasing agreement specifying the rights and obligations of the facility  
25 landlord, facility tenant and renter during the renter’s occupancy of the dwelling or home. The  
26 subleasing agreement shall require the renter to timely pay to the facility landlord the space rent,  
27 any separately assessed fees payable under the rental agreement and any separately billed utility  
28 or service charge described in ORS 90.560 to 90.584. The subleasing agreement shall also grant the  
29 renter the same rights as the facility tenant to cure a violation of the rental agreement for the fa-  
30 cility space, to require the facility landlord to comply with ORS 90.730 and to be protected from  
31 retaliatory conduct under ORS 90.765. This subsection does not authorize a facility tenant to sub-  
32 lease to a renter in violation of the rental agreement.

33 “(3) Notwithstanding ORS 90.100 [(48)] (49), a facility tenant who enters into a subleasing  
34 agreement remains the tenant of the facility space and retains all rights and obligations under the  
35 rental agreement and this chapter. The occupancy by a renter does not constitute abandonment of  
36 the dwelling or home by the facility tenant.

37 “(4) The rights and obligations of the renter under a subleasing agreement are in addition to the  
38 rights and obligations retained by the facility tenant under subsection (3) of this section and any  
39 rights or obligations of the facility tenant and renter under ORS 90.100 to 90.465.

40 “(5) Unless otherwise provided in the subleasing agreement, and without regard to whether the  
41 facility landlord terminates the rental agreement, a facility landlord may terminate a subleasing  
42 agreement:

43 “(a) Without cause by giving the renter written notice not less than 30 days prior to the ter-  
44 mination;

45 “(b) If a condition described in ORS 90.380 (5)(b) exists for the facility space, by giving the

1 renter the same notice to which the facility tenant is entitled under ORS 90.380 (5)(b); or

2 “(c) Subject to the right to cure:

3 “(A) For nonpayment of facility space rent under ORS 90.394 or 90.630; or

4 “(B) For any conduct by the renter that would be a violation of the rental agreement under ORS  
5 90.396 or 90.398 if committed by the facility tenant.

6 “(6) Upon termination of a subleasing agreement by the facility landlord, whether with or  
7 without cause, the renter and the facility tenant are excused from continued performance under any  
8 subleasing agreement.

9 “(7)(a) If, during the term of a subleasing agreement, the facility landlord gives notice to the  
10 facility tenant of a rental agreement violation, a law or ordinance violation or the facility’s closure,  
11 conversion or sale, the landlord shall also promptly give a copy of the notice to the renter. The  
12 giving of notice to the renter does not constitute notice to the facility tenant unless the facility  
13 tenant has expressly appointed the renter as the facility tenant’s agent for purposes of receiving  
14 notice.

15 “(b) If the facility landlord gives notice to the renter that the landlord is terminating the sub-  
16 leasing agreement, the landlord shall also promptly give a copy of the notice to the facility tenant  
17 by written notice.

18 “(c) If, during the term of a subleasing agreement, the facility tenant gives notice to the facility  
19 landlord of a rental agreement violation, termination of tenancy or sale of the manufactured dwell-  
20 ing or floating home, the facility tenant shall also promptly give a copy of the notice to the renter.

21 “(d) If the renter gives notice to the facility landlord of a violation of ORS 90.730, the renter  
22 shall also promptly give a copy of the notice to the facility tenant.

23 “(8) Before entering into a sublease agreement, the facility landlord may screen a renter under  
24 ORS 90.303, but may not apply to the renter credit and conduct screening criteria that is more re-  
25 strictive than the landlord applies to applicants for a tenancy of a dwelling or home that is either  
26 owned by the landlord or on consignment with the landlord under ORS 90.680.

27 “(9) Notwithstanding subsection (2) of this section, if a facility landlord rents or has a policy  
28 of renting manufactured dwellings or floating homes that are listed for sale by the facility landlord,  
29 the facility landlord may not prohibit the facility tenant from entering into a subleasing agreement  
30 while the facility tenant actively markets for sale the facility tenant’s manufactured dwelling or  
31 floating home.

32 “**SECTION 3.** ORS 90.634 is amended to read:

33 “90.634. (1) A landlord may not assert a lien under ORS 87.162 for dwelling unit rent against a  
34 manufactured dwelling or floating home located in a facility. Notwithstanding ORS 90.100 [(48)] (49)  
35 and 90.675 and regardless of whether the owner of a manufactured dwelling or floating home occu-  
36 pies the dwelling or home as a residence, a facility landlord that is entitled to unpaid rent and re-  
37 ceives possession of the facility space from the sheriff following restitution pursuant to ORS 105.161  
38 may sell or dispose of the dwelling or home as provided in ORS 90.675.

39 “(2) If a manufactured dwelling or floating home was occupied immediately prior to abandon-  
40 ment by a person other than the facility tenant, and the name and address of the person are known  
41 to the landlord, a landlord selling or disposing of the dwelling or home under subsection (1) of this  
42 section shall promptly send the person a copy of the notice sent to the facility tenant under ORS  
43 90.675 (3). Notwithstanding ORS 90.425, the facility landlord may sell or dispose of goods left in the  
44 dwelling or home or upon the dwelling unit by the person in the same manner as if the goods were  
45 left by the facility tenant. If the name and address of the person are known to the facility landlord,

1 the landlord shall promptly send the person a copy of the written notice sent to the facility tenant  
2 under ORS 90.425 (3) and allow the person the time described in the notice to arrange for removal  
3 of the goods.

4 “**SECTION 3a.** ORS 90.767 is amended to read:

5 “90.767. (1) For disputes subject to mediation under this section, if any party initiates mediation  
6 under this section, mediation is mandatory. A landlord of a tenancy subject to ORS 90.505 to 90.850  
7 shall establish a mediation policy to resolve disputes related to:

8 “(a) Landlord or tenant compliance with the rental agreement or with the provisions of this  
9 chapter;

10 “(b) Landlord or tenant conduct within the facility; or

11 “(c) The modification of a rule or regulation under ORS 90.610.

12 “(2) A mediation policy under this section must include:

13 “(a) The process and format by which a tenant or landlord may initiate mediation.

14 “(b) The names and contact information, including the phone number and website address, for  
15 mediation services available through the referral program provided by the Housing and Community  
16 Services Department under ORS 456.403 (2) and any other no-cost mediation service acceptable to  
17 the landlord.

18 “(c) Information substantially explaining requirements for mediation under subsections (3) to (7)  
19 of this section.

20 “(3) Mediation conducted under this section:

21 “(a) In addition to any process authorized under subsection (2)(a) of this section, may be initi-  
22 ated by the landlord or tenant’s contact with the Housing and Community Services Department in  
23 a format required by the department.

24 “(b) May not resolve any matters except by the agreement of all parties.

25 “(c) Must require that communications from all parties are held strictly confidential and may  
26 not be used in any legal proceedings.

27 “(d) May be used to resolve:

28 “(A) Disputes between the landlord and one or more tenants, initiated by any party; and

29 “(B) Disputes between any two or more tenants, initiated only by the landlord.

30 “(e) Must allow a party to designate any person, including a nonattorney, to represent the in-  
31 terests of the party provided that the person has the authority to bind that party to any resolution  
32 of the dispute.

33 “(f) Must comply with any other provisions as the Housing and Community Services Department  
34 may require by rule.

35 “(4) Parties must participate in mediation under this section by making a good faith effort to  
36 schedule mediation within 30 days after mediation is initiated, attending and participating in medi-  
37 ation and cooperating with reasonable requests of the mediator.

38 “(5) After mediation has been initiated and while it is ongoing under this section:

39 “(a) Any statute of limitations related to the dispute is tolled.

40 “(b) A party may not file an action related to the dispute, including an action for possession  
41 under ORS 105.110.

42 “(c)(A) A tenant shall continue paying rent to the landlord.

43 “(B) A landlord receiving rent under this paragraph has not accepted rent for the purposes of  
44 ORS 90.412 (2), provided that the landlord refunds the rent within 10 days following the conclusion  
45 of mediation.

1 “(6) Unless specifically provided for in a mediation policy established under this section, or  
2 agreed to by all parties, no party may initiate mediation for:

3 “(a) Facility closures consistent with ORS 90.645 or 90.671.

4 “(b) Facility sales consistent with ORS 90.842 to 90.850.

5 “(c) Rent increases consistent with ORS 90.600.

6 “(d) Rent payments or amounts owed.

7 “(e) Tenant violations alleged in a termination notice given under ORS 90.394, 90.396 or 90.630  
8 (10).

9 “(f) Violations of an alleged unauthorized person in possession in a notice given under ORS  
10 90.403.

11 “(g) Unless initiated by the victim, a dispute involving allegations of domestic violence, sexual  
12 assault, **bias crime** or stalking or a dispute between the victim and the alleged perpetrator.

13 “(h) A dispute arising after the termination of the tenancy, including under ORS 90.425, 90.675  
14 or 105.161.

15 “(7) This section does not require any party to:

16 “(a) Reach an agreement on any or all issues submitted to mediation;

17 “(b) Participate in more than one mediation session or participate for an unreasonable length  
18 of time in a session; or

19 “(c) Waive or forgo any rights or remedies or the use of any other available informal dispute  
20 resolution process.

21 “(8) A mediator in a mediation under this section shall notify the Housing and Community Ser-  
22 vices Department as to whether the dispute was resolved through mediation but may not provide the  
23 department with the contents of any resolution.

24 “(9) A landlord may unilaterally amend a rental agreement or facility rules and regulations to  
25 comply with this section.

26 “(10) If a party refuses to participate in good faith in mediation with another party or uses  
27 mediation to harass another party, the other party:

28 “(a) Has a defense to a claim related to the subject of the dispute for which mediation was  
29 sought; and

30 “(b) Is entitled to damages of one month’s rent against the party.”.